



REQUEST FOR PROPOSAL 2014-03
Architectural/Engineering Services
Surry County - Grey's Creek Marina

Surry County will accept sealed proposals until 2 pm Thursday, March 27, 2014 for Architectural/Engineering Services for the Grey's Creek Marina Project.

The County is soliciting proposals from firms interested in providing services during the Planning, Programming, Construction Documents, Bidding and Construction Phases of the Project.

Proposals should be limited to no more than twenty (20) pages (one-sided) and should include:

1. A concise delineation of the firm's capabilities and relevant experience;
2. Development ideas relative to the County's plans for the site
3. Such other information as the proposer may deem appropriate.

Offerors must submit three (3) copies of their proposal to the office of the County Administrator. All copies shall be signed in ink by an authorized principal of the firm. Proposals shall be submitted in sealed envelopes by the specified time and date. Proposals received after that time will be rejected. They shall be identified on the envelope by project name, time and date due. Submit all proposals to:

Tyrone Franklin
County Administrator
Surry County
Post Office Box 357
Surry Government Center
Surry, Virginia 23883

The County shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal in response to this request, nor shall the County be responsible for any cost associated with negotiating an agreement with the selected offeror. All proposals will become the property of the County. All submissions are final and may not be withdrawn.

Procurement of services by this RFP shall be in accordance with the Virginia Public Procurement Act. The County reserves the right to request clarification of information and/or additional information from one or more submitting firms.

The Consultant is prohibited from engaging in employment discrimination and must comply fully with the provisions of Section 2.2-4311 of the Code of Virginia (1950), as amended. The County of Isle of Wight does not discriminate on the basis of race, sex, age, handicap, national origin or faith/religious affiliation.

During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the consultant that the consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-consultant or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a consultant, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Request for information pertaining to the RFP should be directed in writing to Brian Camden, Powell Management Associates via e-mail to bcamden@powellmanage.com or 607 Lynnhaven Parkway, Virginia Beach, VA. 23455; (757) 486-0200

The right is reserved, as the best interest of the County may require, to revise or amend these specifications prior to the date set for receipt of proposals. That date may be delayed if deemed necessary by the County. Any revisions and/or amendments will be in the form of an addendum to this document.

To the extent the Consultant is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

By submitting their offer, offerors certify that their offers are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subconsultant in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater was exchanged.

By submitting their offer, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any county, city or town from submitting proposals on contracts for the type of goods and/or service covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

The County reserves the right to reject any and all proposals, to waive any informalities in proposals received, to negotiate and to accept the proposal which shall be in the County's best interest.

Authorized by:

SURRY COUNTY

Tyrone Franklin
County Administrator

Introduction

[illegible]

Scope of Work

The Scope of Work will include the services listed below and such other additional services as the County and the offeror shall agree upon.

The selected consultant will be required to provide full design, bidding phase and construction administration services for the following:

MARINA COMPLEX

The existing marina piers/complex will be removed and a new pier complex installed. The new marina will also serve as a fishing center, boat ramp and canoe/kayak launching area and will include:

- a) new floating piers with approximately 44 boat slips
- b) "T" head piers for larger boats
- c) electric and water service
- d) rebuilt boat ramp with kayak/canoe launching pier (by others)
- e) public fishing and crabbing pier running parallel to shore
- f) possible oyster farming in docks
- g) removal of all old piers and water structures

EXISTING RESTAURANT AND APARTMENTS

The existing building is a 2-storey wood frame structure encompassing approximately 4,365 square feet. The first floor former restaurant is approximately 2,030 sf and the upstairs consists of four identical 1-bedroom studio apartments totaling approximately 2,335 sf. The initial plans for this building include:

- a) to have an operator for the existing restaurant space and/or develop the building into a combination restaurant -bed & breakfast
- b) incorporate a Marina Store/bait and tackle, at the east end of the building either within the existing footprint of the building or by a small addition
- c) public restrooms for the fishing and boating activities
- d) option to renovate and repurpose 2nd floor to leasable office space for water based businesses or community center/conference area

SITE DEVELOPMENT

There is a significant elevation change from the north side of the site to the south side on the uplands portion. The wetlands areas are relatively tidal in nature. Two vehicle parking areas are anticipated, one located in the lower portion of the site and the other in the upper area. The County currently envisions a public Eco-tourism concept with nature trails and/or wooden walkways connecting the upper site to the lower waterfront areas. This concept may include the following:

- a) Living shorelines with public demonstration site

- b) gravel or ecological parking material types
- c) parking areas for the building, uplands area, and vehicles with boat trailer
- d) a wood walk way connecting the uplands portion to the marina area with several over-looks and/or environmental viewing/education locations
- e) picnic areas, outdoor nature trails
- f) Grey's Creek Environmental Center located on the uplands section
- f) overall vehicle traffic plans

The County has engaged a civil engineering firm, Rickmond Engineering, to assess, upgrade and permit the existing sewage disposal system. The successful design team will be required to coordinate their activities with Rickmond Engineering.

GRANT FUNDING

The offeror will be required to assist the county in the solicitation, preparation and submission of various state and federal grants that may be applicable to the development of the property.

Schedule

The County anticipates that a contract will be awarded and a Notice to Proceed issued to the selected offeror on or before April 30, 2014.

Coordination and Evaluation

The County has engaged Powell Management Associates of Virginia Beach, Virginia as its representative and to provide construction program management services for the project. The selected proposer will be required to coordinate its efforts through Powell Management Associates.

Following the receipt of proposals, the County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project. At the discussion stage, the County may discuss non-binding estimates of total project costs, including estimates of price for services.

At the conclusion of discussion, on the basis of the above criteria and any information developed in the selection process to this point, the County shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated. Should the County decide in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly

qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

In negotiations regarding the terms of the contract, the County has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask the County to indemnify them in any resulting contract.

The County shall review each proposal and verify the claims and credentials of each offeror. Evaluation of proposals for the selection process shall include the following criteria:

Experience on similar waterfront projects	65%
Experience with similar ecological projects	20%
Staff experience and ability to meet project goals	15%

The substance of proposals will carry more weight than their form or manner of presentation.

REQUEST FOR PROPOSAL
Architectural/Engineering Services
Grey's Creek Development

Insurance Requirements

The Consultant shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Consultant nor any sub-consultant shall commence work under this Contract until the Consultant has obtained and provided proof of the required insurance coverages to the County, and such proof has been approved by the County. The Consultant confirms to the County that all sub-consultants have provided Consultant with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Consultant, including all sub-consultants, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The County and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Consultant shall immediately notify in writing the County of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Consultant shall provide to the County with the signed Contract an Acor certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The County and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Consultant must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Consultant and any sub-consultants under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Consultant under this Contract, to the County and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the

certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Consultant and any sub-consultants under this Contract.

However, if B (1) or (2) cannot be provided, the County's Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable.

C. The minimum insurance policies and/or coverages that shall be provided by the Consultant, including its sub-consultants, include the following:

(1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

(2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

3(a) Errors and Omissions coverage in an amount of not less than \$1,000,000 per occurrence and in the aggregate. Coverage may be written on an occurrence or claims made coverage form. However, if a claims made coverage form is used, coverage must remain in effect for a minimum of three (3) years after the Consultant's work is concluded.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided

that such umbrella liability policy follows the form of the underlying primary coverage.

- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Consultant's and its sub-consultants' insurance company shall waive rights of subrogation against the County and its officers, employees, agents, assigns, and volunteers.
- (6) Consultant shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract.

D. Proof of Insurance Coverage:

- (1) Consultant shall furnish the County with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

- E. Insurance coverage shall be in a form and with an insurance company approved by the County, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.
- F. The Consultant's insurance policies and/or coverages shall not contain any exclusions for the Consultant's sub-consultants.
- G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant for default.
- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant, and/or its sub-consultants, or their insurance carriers. The County does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant's interest or liabilities, but are merely minimums. The obligation of the Consultant,

and its sub-consultants, to purchase insurance shall not in any way limit the obligations of the Consultant in the event that the County or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the County to seek any recovery against the Consultant's insurance company before seeking recovery directly from the Consultant.

END